

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

GREY ROCK GATHERING AND
MARKETING, LLC,
Plaintiff,

v.

TRINITY TANKERS LLC, and
TRINITY ENTERPRISE LTD,
Defendants.

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CIVIL ACTION NO. 4:23-cv-01448

RULE 9(h) ADMIRALTY

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

Pursuant to Rule 55 of the Federal Rules of Civil Procedure, Plaintiff Grey Rock Gathering and Marketing, LLC ("Grey Rock") moves this Court for entry of default and a default judgment against Defendant Trinity Tankers LLC.

1. On April 18, 2023, Grey Rock filed its Complaint in this action, naming Trinity Tankers as a defendant (Dkt. 1).

2. On April 20, 2023, the Clerk of Court issued summons to Trinity Tankers (Dkt. 3).

3. Grey Rock is in the process of serving Defendant Trinity Enterprise Ltd., a foreign entity, pursuant to the Hague Service Convention. In compliance with the Convention, Anguillan law, and the Federal Rules of Civil Procedure, service is being attempted via mail on Trinity Enterprise Ltd. through the Eastern Caribbean Supreme Court.

4. As Trinity Tankers LLC is a domestic entity, service was made on April 24, 2023. On May 8, 2023, Grey Rock filed its Proof of Service (Dkt. 4).

5. Having been served with process on April 24, 2023, Trinity Tankers' deadline to answer or otherwise defend against the claims asserted in the Complaint was Monday, May 15, 2023. Fed. R. Civ. P. 12(a)(1)(A).

6. Trinity Tankers has not answered or otherwise responded to Grey Rock's Complaint and Grey Rock has not received a request for an extension of time to answer.¹

7. As Defendant Trinity Tankers is a business entity and not a natural person, it is not a member of the armed services. In an abundance of caution, Defendant Trinity Tankers' only known member, Alf J. Annonsen, is not believed to be a member of the armed services.²

8. Accordingly, Grey Rock moves the Court to enter default and a final default judgment against Trinity Tankers, awarding Grey Rock liquidated damages in the amount shown in the Declaration of David Loane.³

9. Entry of final judgment is appropriate at this time against Trinity Tankers LLC, and will not prejudice Trinity Enterprise Ltd., because each Defendant is jointly and severally liable for nonperformance of the subject contract. The subject Contract of Affreightment ("COA") was entered between Trinity Enterprise Ltd. and Grey Rock, but Trinity Tankers LLC subsequently undertook to perform under the Contract's terms. Because both Defendants undertook to perform under the same contract, and both Defendants breached the same contract, they are each jointly and severally liable to Grey Rock.⁴

10. Pursuant to the Texas Deceptive Trade Practices Act, Grey Rock moves for an award of treble damages.⁵ Prior to each breach of the COA (as detailed in the attached Loane Declaration), Trinity Tankers knew it could not perform pursuant to the terms of the COA and/or knew that it would sustain losses if it performed pursuant to the COA. Despite this knowledge,

¹ See Exhibit A – Declaration of Michael A. Orlando Jr.

² See *id.*

³ See Exhibit B – Declaration of David Loane, filed separately under seal due to inclusion of confidential trade secrets.

⁴ See *BP Exploration and Production Inc. v. Cashman Equip. Corp.*, 132 F.Supp.3d 876, 895 (S.D. Tex. 2015) (when multiple promisor's agree to perform under the same contract, each is jointly and severally liable for the whole performance promised).

⁵ See Tex. Bus. & Comm. Code § 17.50(b) (factfinder may award up to three times economic damages if defendant's conduct was committed knowingly).

Trinity Tankers continually misrepresented to Grey Rock that it could perform, stringing Grey Rock along in an attempt to limit its own financial risk. Grey Rock relied on Trinity Tankers' misrepresentations to its detriment, as shown in the Declaration of David Loane. As Trinity Tankers' wrongful conduct was committed knowingly, Grey Rock requests an award of treble economic damages.

11. Finally, as the prevailing party on its Deceptive Trade Practices Act claim, Grey Rock moves for an award of reasonable and necessary attorney's fees in an amount to be established.⁶

WHEREFORE, PREMISES CONSIDERED, Plaintiff Grey Rock Gathering and Marketing, LLC requests this Court:

- i. enter default against Trinity Tankers LLC;
- ii. enter final default judgment against Trinity Tankers LLC pursuant to Rule 54(b);
- iii. award compensatory damages, treble damages, and attorney's fees in Grey Rock's favor; and
- iv. all such other and further relief to which it may be justly entitled.

⁶ See *id.* at § 17.50(d) ("Each consumer who prevails shall be awarded court costs and reasonable and necessary attorneys' fees.").

Respectfully submitted,

PHELPS DUNBAR LLP

/s/ Michael A. Orlando Jr.

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**ATTORNEYS FOR GREY ROCK
GATHERING AND MARKETING, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was served on Defendant Trinity Tankers LLC at the address below by U.S. registered mail, return receipt requested, on June 8, 2023.

Trinity Tankers LLC
Universal Registered Agents, Inc.
300 Creek View Rd., Ste. 209
Newark, Delaware 19711

/s/ Michael A. Orlando Jr.

Michael A. Orlando Jr.